

A. G. Contract No. KR920146TRN  
ECS File: JPA 92-17  
Project: G 1050 15C  
Section: Reconstruct Burma Road  
Economic Strength Project

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN

THE STATE OF ARIZONA

AND

GREENLEE COUNTY, ARIZONA

THIS AGREEMENT is entered into 9 MARCH, 1992,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and  
GREENLEE COUNTY, ARIZONA, acting by and through its Board of  
Supervisors (the "County").

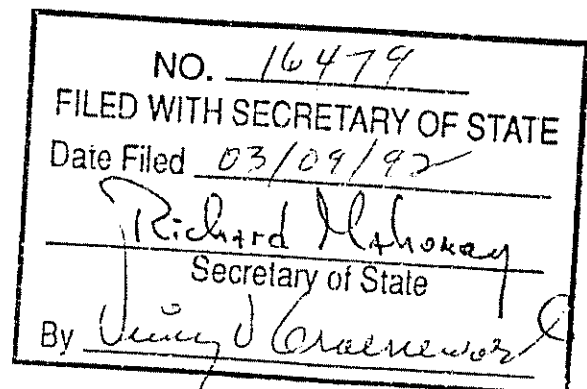
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-1895.03 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 41-1513, and 28-1895 et seq to enter into this  
agreement and has by resolution, a copy of which is attached  
hereto and made a part hereof, resolved to enter into this  
agreement and has authorized the undersigned to execute this  
agreement on behalf of the County.

3. The County has requested Economic Strength Project  
(ESP) funds in the amount of \$41,650.00; the Arizona Department  
of Commerce and the Economic Development Commission have  
recommended the approval of such funds for the County, and the  
Transportation Board has approved the funding for the  
reconstruction of Burma Road near Duncan, Arizona, which will  
enhance the development of the adjacent commercial and  
industrial properties, and aid in the retention and development  
of local business, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:



## II. SCOPE

### 1. The County will:

a. Insure the commitment of a minimum of \$42,875.00 funds to the Project and related improvements. Design and construct the Project, and upon completion, accept the Project on behalf of the County, and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Administrative Services Division, 206 S. 17th Avenue, Room 200 B, Phoenix, AZ 85007), in the amount of \$41,650.00.

c. Provide the State a copy of the executed Project contract(s). Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

### 2. The State will:

Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the County ESP funds in the amount of \$41,650.00

## III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the County by reason of state law under which funds for the Project are authorized to be expended.

2. The County agrees to indemnify and save harmless the State, or any of its departments, agencies, officers, or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of State funds expended under this agreement shall not exceed ninety (90) percent of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the making of the ESP payment, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Director, Transportation Planning  
206 South 17 Avenue, Room 300B  
Phoenix, AZ 85007

Greenlee County  
County Administrator  
Box 908  
Clifton, AZ 85533

10. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GREENLEE COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By

Fred L. Zumwalt  
FRED L. ZUMWALT, Chairman  
Board of Supervisors

By

Harry A. Reed  
HARRY A. REED  
Director, Transportation  
Planning Division

ATTEST


By

Deborah K. Gale  
DEBORAH K. GALE  
Clerk of the Board

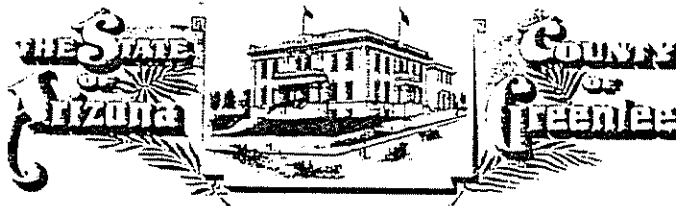
RESOLUTION

BE IT RESOLVED on this 16th day of January 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with Greenlee County for the purpose of conveying Economic Strength Development funds to the County for the extension of Burma Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.

  
\_\_\_\_\_  
4: CHARLES E. COWAN  
Director

ROBERT STOKES  
County Administrator • (602) 865-2310  
DEBORAH K. GALE  
Clerk of the Board • (602) 865-2072  
FACSIMILE # (602) 865-4417



BOARD OF SUPERVISORS  
P O BOX 908  
CLIFTON ARIZONA 85533

DONALD R. STACEY  
Clifton District 1  
JACK J. SEBALLOS  
Morenci District 2  
FRED L. ZUMWALT  
Duncan/York District 3

RESOLUTION 92-02-02

BE IT RESOLVED BY THE BOARD OF SUPERVISORS, GREENLEE COUNTY, STATE OF ARIZONA:

WHEREAS, Greenlee County has requested Economic Strength Project (ESP) funds in the amount of \$41,650.00 for the reconstruction of Burma Road near Duncan, Arizona, which will enhance the development of the adjacent commercial and industrial properties, and aid in the retention and development of local business; and

WHEREAS, the Arizona Department of Commerce and the Economic Development Commission have recommended approval of such funds for the County; and

WHEREAS, pursuant to A.R.S. 41-1513 and 28-1895, Greenlee County Board of Supervisors is empowered to enter into an agreement with the State of Arizona, acting by and through its Department of Transportation for this project.

NOW, THEREFORE, BE IT RESOLVED, by the Greenlee County Board of Supervisors that it is in the best interest of the County of Greenlee to enter into an agreement with the State of Arizona for the Economic Strength Project funds for the Burma Road Project and authorize the chairman to sign all agreements and amendments thereto on behalf of Greenlee County.

PASSED AND ADOPTED BY THE GREENLEE COUNTY BOARD OF SUPERVISORS, ARIZONA, THIS 18TH DAY OF FEBRUARY, 1992.

ATTEST:

Deborah K. Gale  
Clerk of the Board

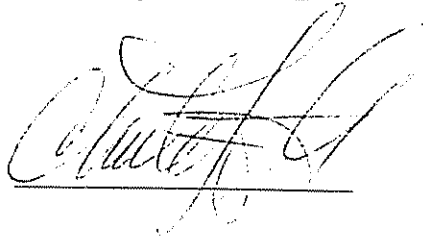
Fred L. Zumwalt  
Fred L. Zumwalt, Chairman

JPA 92-17

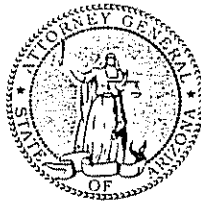
APPROVAL OF THE GREENLEE COUNTY ATTORNEY

*I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and GREENLEE COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.*

DATED this 15<sup>th</sup> day of Feb, 1992.

A handwritten signature in dark ink, appearing to be "C. M. [unclear]", written over a horizontal line.

~~Deputy~~ County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON PHOENIX 85007

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

March 3, 1992

INTERGOVERNMENTAL AGREEMENT

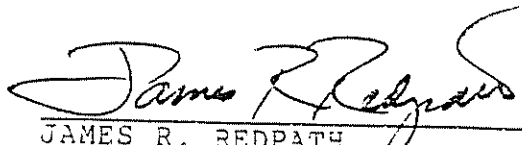
DETERMINATION

A. G. Contract No. KR92-0146 -TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3<sup>rd</sup> day of March, 1992.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section